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ABSTRACT

This bargaining agreement outlines the terms of employment for all full-time faculty, counselors, librarians, and teaching faculty currently classified as coordinators. The 28 articles in the agreement set forth provisions related to: (1) recognition of the union as exclusive bargaining agent; (2) agreement to meet and discuss; (3) grievance/arbitration procedures; (4) union membership dues; (5) no discrimination; (6) affirmative action; (7) management rights; (8) union rights; (9) union activity; (10) academic freedom; (11) strikes and lockouts; (12) personnel files; (13) faculty responsibilities; (14) workload; (15) promotions; (16) retrenchment; (17) procedures for nonrenewal and removal of non-tenured faculty; (18) attainment of tenure; (19) leaves of absence; (20) procedures for the dismissal of tenured and nontenured faculty; (21) salary; (22) additional compensation; (23) fringe benefits; (24) safety and health; (25) general provisions; (26) salary payment; (27) completeness of the agreement; and (28) duration of the agreement. Amendments concerning salary and compensation increases, union rights, workload, and committee membership are attached. (AJL)

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ED301291

1988/89-1989/90-1990/91

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MONTGOMERY COUNTY COMMUNITY COLLEGE

and

MONTGOMERY COUNTY COMMUNITY COLLEGE FACULTY
PENNSYLVANIA FEDERATION OF TEACHERS, AFT. AFL-CIO

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PREAMBLE

THIS AGREEMENT is made and entered into as of this third day of May, 1988, by and between the Board of Trustees of MONTGOMERY COUNTY COMMUNITY COLLEGE, (hereinafter referred to as the "Board" or the "College"), and MONTGOMERY COUNTY COMMUNITY COLLEGE FACULTY, PENNSYLVANIA FEDERATION OF TEACHERS AFT, AFL-CIO, (hereinafter referred to as the "Union"), on behalf of the employees in the bargaining unit recognized and described in Article I, Section 1.1, of this Agreement;

W I T N E S S E T H:

WHEREAS, the Board operates Montgomery County Community College pursuant to the Community College Act of 1963 and pursuant to the rules and regulations of the State Board of Education. The Board and the Union recognize the desirability of the objectives of providing and improving the quality of education and maintaining a high standard of academic excellence in the programs of the College; and

WHEREAS, the maintenance and improvement of the quality of education and the maintenance of high standards of academic excellence depends, in part, upon the quality, performance and morale of the professional staff; and

WHEREAS, the Board and the Union have the obligation, pursuant to the Public Employee Relations Act (Act 195), to negotiate with respect with wages and terms and conditions of employment of the employees who are represented by the Union; and

WHEREAS, the Board and the Union have reached an agreement as a result of negotiations; and

WHEREAS, the parties have met and agreed upon the terms and conditions of a new Agreement to be effective as of the first day of September, 1985.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto hereby agree as follows:

ARTICLE 1
RECOGNITION

1.1 The Board recognizes the Union as the sole and exclusive bargaining agent (as certified by the PLRB in Case #PERA-R-11, 721E, as amended by PERA-U-82-252E) with respect to rates of pay, hours of employment and other conditions of employment, as prescribed by law for all full time teaching faculty, full time counselors, full time librarians, full time teaching faculty members receiving course load reduction currently classified as coordinators, excluding all other part time employees, such as faculty, counselors, librarians, department chairpersons, management level employees, supervisors, confidential employees, guards as defined by Act 195 (PERA) and all other employees, such as secretaries, supportive staff personnel and all other coordinators.

1.2 The Union recognizes that the Board has vested in it by law, the responsibility and authority to manage and direct, as a fiduciary for the public which it serves, all of the operations and activities of the College. These responsibilities and obligations are subject, however, to the Public Employee Relations Act and agreements adopted thereunder.

1.3 The Rights of the College - The Board, on behalf of the College, does hereby retain and reserve unto itself all rights, powers, authority, duties and responsibilities conferred upon and vested in it by the statutes of the

Commonwealth of Pennsylvania and the State Board of Education. Except as specifically provided herein, the operations and administration of the College, including the right to make and change rules, regulations and policy pertaining thereto, shall be fully vested in its Board, the President and their duly designated representatives. Nothing herein stated shall be construed as a delegation or waiver of any powers or duties vested in the Board or any administrator by virtue of any provision of the laws of the Commonwealth of Pennsylvania.

1.4 The Rights of the Employees - The terms of this Agreement shall not be construed to compel any employee to join and/or pay Union dues and initiation or to refrain from doing the same as a condition of continued employment at the College.

1.5 The terms "Faculty" or "Faculty Member", as used in this Agreement, shall mean, respectively, each employee and all employees for whom the Union is recognized in accordance with Section 1.1 above.

ARTICLE 2
MEET & DISCUSS

2.1 The College and the Union agree to abide by the Meet and Discuss provisions of Article VII, "Scope of Bargaining", Section 702, of Act 195.

2.2 The Union shall appoint a Meet & Discuss Committee of not more than five Faculty Members, plus the Union President. The Union shall have the right to invite additional Faculty Members to accompany the Meet & Discuss Committee who have special interest or expertise in the topic(s) being discussed at that meeting, provided that the College's representative is notified.

2.3 The College and the Union agree that there shall be at least one regularly scheduled monthly meeting between the Union Meet & Discuss Committee and the College's designated representative at a mutually agreed upon time. An agenda listing the items to be discussed must be presented at least three working days prior to the meeting. However, with the consent of the other party, additional items may be added later.

2.4 The names of the Faculty Members appointed to the Union Meet & Discuss Committee shall be submitted, in writing, to the College's designated representative at the time of their appointment.

2.5 The College agrees that, before any action is taken relative to changes in policies, procedures, criteria, or guidelines in the areas listed below, it shall meet and discuss with the Union:

2.5.1 Changes in the registration maximum class size.

2.5.2 Criteria/guidelines for promotions.

2.5.3 Criteria/guidelines for awarding sabbatical leave.

2.5.4 Criteria/guidelines and/or procedures for faculty evaluation.

2.5.5 Criteria/guidelines for tenure.

2.5.6 The impact of the implementation of recommendations from all College committee(s) relative to CORE curriculum, departmental curriculum and/or new course offerings.

2.5.7 Retrenchment, as provided for in Article 16, "Retrenchment", Section 8.8.

2.5.8 The impact of the implementation of any reorganization in the areas of Academic Affairs/Student Affairs.

ARTICLE 3
GRIEVANCE/ARBITRATION PROCEDURE

3.1 Any complaint alleging a specific violation of the terms and conditions of this Agreement, or interpretation thereof, shall be processed as a grievance in accordance with the provisions set forth herein.

3.2 A grievance may be initiated by a Faculty Member, (hereinafter called the "Grievant").

3.2.1 STEP ONE - The Grievant, within ten working days of the occurrence giving rise to the alleged grievance or within ten working days of the date on which the Grievant learned or should have learned of such occurrence, shall discuss the matter with his/her immediate supervisor. If this informal discussion fails to resolve the alleged grievance, the Faculty Member shall submit the matter to the Union. Within five working days following the informal discussion with his/her immediate supervisor, the Union may reduce the grievance to writing and submit the same to the Office of the College President.

3.2.2 STEP TWO - The President, or a party designated by him to hear and decide the matter, shall, within 15 working days following the receipt of such written grievance and, after a hearing duly convened within this 15 working day period, deliver an answer to the Union.

3.2.3 STEP THREE - If the action take at Step Two fails to resolve the grievance, the Union may, within 15 working days of receipt of the written answer at Step Two, submit the matter to binding arbitration by delivering written notice of such intent to the Office of the College President.

3.3 General Information.

3.3.1 The Union may initiate a grievance at Step Two of the procedure.

3.3.2 Failure of the College to communicate a decision at any step of the procedure within the specified time limit shall permit it to be advanced automatically to the next step.

3.3.3 Failure of the Grievant to appeal the action taken at the previous step within the specified time limits shall mean that the grievance has been resolved in accordance with the College's last answer.

3.3.4 Time limits set forth herein may be extended by mutual agreement.

3.3.5 The Grievant has the right to Union representation at all steps of the Grievance/Arbitration Procedure. The Union has the right to be present at all meetings with the Grievant occurring after Step One.

3.4 Arbitration.

3.4.1 Arbitration proceedings may be initiated either by the Union or the College.

3.4.2 The College and the Union agree to abide by the provisions of Article 9, Section 903, of Act 195 and shall meet within three working days following receipt of the notice from the Union of its intent to submit the matter to binding arbitration to select a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator at this meeting, the party seeking arbitration shall submit a request to the American Arbitration Association for a list of arbitrators. The College and the Union agree to be bound by the rules and procedures established by the American Arbitration Association for the selection of an arbitrator, provided that these rules and procedures are not in contradiction to the provisions of Article 9, Section 903, of Act 195.

3.4.3 The arbitrator selected shall have no power and authority to add to, subtract from, or modify, in any way, the terms and provisions of this Agreement, or to make any decision which would require the commission of an act prohibited by law or which is in violation of the terms of this Agreement, and

his/her decision shall be binding, except where enabling legislative action is required, in which case, it shall be binding only if such legislation is enacted, as provided for in Article 9, Section 903, of Act 195.

3.4.4 The selected arbitrator shall consider only the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) or question(s) not so submitted, nor shall observations or declarations of opinion not essential to the reaching of the determination be submitted.

3.4.5 The arbitrator's award shall be made in writing and shall be rendered within 30 days after the closing of the proceedings. The award shall be signed by the arbitrator and true copies of the award shall be delivered or mailed to each of the parties.

3.4.6 In discipline and disciplinary discharge cases, the arbitrator shall be the sole adjudicator, and review any penalties imposed on the Faculty Member and modify or amend the penalties, if, in his judgement, the penalties are too severe.

3.4.7 Regardless of the outcome of any matter submitted to arbitration, costs thereof shall be borne by the College and the Union, share and share alike; such costs shall be limited to the arbitrator's fees and expenses.

ARTICLE 4
CHECK-OFF OF UNION MEMBERSHIP DUES

4.1 Starting after the first full complete month of this Agreement, the College agrees to deduct from each regular pay Union membership dues for those Faculty Members who have authorized such deductions, in writing, as provided in this Section 4.1. Such membership dues shall be limited to those levied by MONTGOMERY COUNTY COMMUNITY COLLEGE FACULTY, PENNSYLVANIA FEDERATION OF TEACHERS AFT, AFL-CIO. The amount of deduction is to be certified by the Secretary-Treasurer in accordance with the Constitution and By-Laws of the Union. Deductions shall be made from the pay of each Faculty Member who has voluntarily authorized the College to do so, in writing, in accordance with the "Authorization for Check-Off of Dues" form set forth below. Deductions shall commence during the pay period following the pay in which the card is received. The authorization for such check-off of dues is as follows:

Authorization for Check-Off of Dues

TO: MONTGOMERY COUNTY COMMUNITY COLLEGE

"I hereby assign to MONTGOMERY COUNTY COMMUNITY COLLEGE FACULTY, PENNSYLVANIA FEDERATION OF TEACHERS AFT, AFL-CIO from any wages to be earned by me, as your employee, percent (%) (the exact percent bi-weekly to be designated on the authorization card) or such percentage as may be hereafter established by the Union, as certified by the Secretary-Treasurer, and become due to it and annual assessment, if any, as provided for in the Union Constitution and By-Laws, as my membership dues in said Union. I authorize and direct you to deduct such percentage from each regular pay and remit the same to the Union.

This assignment, authorization and direction shall become operative for the collection of the dues beginning the month of , 19 , and subsequent months.

This assignment, authorization and direction shall be irrevocable until the termination of the current Collective Bargaining Agreement between the College and the Union, and I direct that this assignment, authorization and direction shall be automatically renewed and shall be irrevocable for the period of this and each subsequent Agreement between the College and the Union, unless written notice is given by me to the College and the Union not more than fifteen (15) days prior to the expiration of this and each subsequent collective Agreement between the College and the Union."

SIGNATURE OF EMPLOYEE HERE

SOCIAL SECURITY NO. OF EMPLOYEE

ADDRESS OF EMPLOYEE HERE

4.2 Dues deducted shall be remitted to the Union within ten working days following the last pay of the month in which they are deducted. The College agrees to make one deduction per academic year for a Union assessment. The Union must request the assessment, in writing, at least 60 days in advance of the last payday in April.

4.3 The College shall not be obliged to make a deduction of any kind from any employee who, during any month involved, shall have failed to receive sufficient wages to equal the deductions.

4.4 The Union shall indemnify and save the College harmless from any claims, suits, judgments, expenses (including attorney's fees), attachments and from any other form of liability as a result of making any deduction in accordance with the foregoing authorization and assignment.

ARTICLE 5
NO DISCRIMINATION

5.1 Neither the College, nor the Union, shall discriminate against or in favor of any member of the bargaining unit on account of race, color, creed, national origin, political belief, sex, age, sexual preference, handicap, Union membership, or non-membership.

ARTICLE 6
AFFIRMATIVE ACTION

6.1 The College and the Union will cooperate in the effectuation of any Affirmative Action Program of the College.

ARTICLE 7
MANAGEMENT RIGHTS

7.1 The management of the College operations and facilities and the direction of its working forces, including, but not limited to, the right to plan, direct and control all duties and functions performed by members of the bargaining unit herein involved, the right to hire any employee at any rank and the right to determine the qualifications, discipline, or discharge employees for just cause, to transfer, promote, or relieve employees from duty because of lack of work or other legitimate reasons, the right to select chairpersons and any other personnel, the right to ultimately determine the curriculum and who will be selected to teach the courses, the maintenance of discipline, order and efficiency, the right to establish, revise, maintain and enforce reasonable work rules, to introduce new work methods and facilities, and to change or eliminate existing methods and facilities, whether or not the same causes any reduction in the working force, or reorganize or combine operations with any consequent reduction or other changes in the working force, to establish new jobs and set the compensation, all is vested exclusively in the Board, provided that this Section 7.1 will not be used for the purposes of discriminating against any employees on account of membership in the Union. The rights of management are limited only as expressly limited by the language of this Agreement.

ARTICLE 8
RIGHTS OF THE UNION

8.1 The Union, during the term of this Agreement, shall be entitled to the use of a meeting place upon application to and approval from the appropriate College authority on the same basis as is afforded other groups. The Union agrees that the College may deny the Union request, which decision shall be final and binding. The Union recognizes that it may be required to pay for the use of the meeting place to defray operational costs.

8.2 The Union may post its official communications only on bulletin boards provided and designated by the College for the Union's exclusive use. There shall be one bulletin board conspicuously located in Parkhouse Hall, College Hall, the Science Center and the Physical Education Center. The notices shall be restricted to:

8.2.1 Notices of Union recreational and social activities.
8.2.2 Notices of Union elections.
8.2.3 Notices of Union appointments and results of elections.
8.2.4 Notices of Union meetings.
8.2.5 Any other matters which the College President may approve.

8.3 The Union may use the internal campus mailboxes for the distribution of the abovementioned items and, in addition to such, shall be able to use the mailboxes for distribution of Union election ballots, grievance updates, the Union position papers/commentary on College policy, the Union newsletter, local and state union news information.

8.4 The Faculty will participate on all All-College Committees. Recommendations emanating from the committees to the President, or his/her representative, shall be taken under advisement in good faith and deemed advisory only. The College shall have the management prerogative to implement or not to implement the recommendation. Should the College decide not to implement the recommendation, it shall notify the chairperson of the All-College Committee of the reason(s) for its decision, in writing.

8.5 In order that the Union may discharge its responsibilities for enforcement of all provisions of this Agreement in matters related thereto, the College will provide the Union with a list of full time Faculty Members within the bargaining unit and their current mailing addresses during the month of October of each academic year covered by this Agreement. Thereafter, the College will provide the Union with the same information as its applies to new hires. Further, the College will supply the Union with names of all bargaining unit personnel who terminate their service with the College.

8.6 No later than 30 days prior to the expiration of this Agreement, the College shall provide the Union with all budgetary data, as required by Act 195, provided that the request is made at least 60 days prior to the expiration of this Agreement.

8.7 The Union shall be given four course load reductions each academic year for purposes of administering this Agreement. The Union shall be given the option of purchasing one (1) additional course load reduction each academic semester by reimbursing the College an amount equal to the overload rate for an Associate Professor. The Union shall notify the College by December 1 of the names of those persons receiving reductions for the Spring and Fall semesters.

8.8 Released time for librarians and counselors shall be given to attend two Union meetings per year. The Union shall reimburse the College at the rate of $12.00 per hour to compensate for the participation of twelve (12) month faculty in Union meetings. Such payment to be made at the end of each semester.

8.9 Librarians and counselors shall also be given released time to serve on All-College and College service committees.

8.10 The College shall designate one office space to be used by the Union. The location of such office space shall be determined by the College and any change in location shall be by mutual agreement of the parties.

ARTICLE 9
UNION ACTIVITY

9.1 No Faculty Member shall engage in any Union activity, including the distribution of literature, which could interfere with the operation of the College, with the performance of his/her duties, or the duties of any other employee.

ARTICLE 10
ACADEMIC FREEDOM

10.1 The parties are in support of the following statement on academic freedom, subject to the terms and conditions of this Agreement:

> Academic Freedom
>
> The purpose of this statement is to promote understanding and support of academic freedom and tenure and agreement upon a procedure to assure them in college and universities. Institutions of higher education are conducted for the common good and not to further the interest of either the individual teacher or the institution as a whole. The common good depends upon the free search for truth and its free exposition.

10.2 Academic freedom is essential to those purposes and applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom, in its teaching aspect, is fundamental for the protection of the rights of the teacher in teaching and of the student in learning. It carries with it duties correlative with rights.

10.3 Tenure is a means to certain ends, specifically: (a) freedom of teaching and research and of extramural activities; and (b) a sufficient degree of economic security to make the profession attractive to men and women of ability. Freedom and economic security, hence tenure, are indispensable to the success of an institution in fulfilling its obligations to its students and to society.

10.3.1 The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his other academic duties, but research for pecuniary return should be based upon an understanding with the authorities of the institution.

10.3.2 The teacher is entitled to freedom in the classroom in discussing his subject, but he should be careful not to introduce into his teachings controversial matter which has no relation to his subject.

10.3.3 The college or university teacher is a citizen, a member of a learned profession and an officer of an educational institution. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As a man of learning and an educational officer, he should remember that the public may judge his profession and his institution by his utterance. Hence, he should, at all times, be accurate, should exercise appropriate restraint, should show respect for the opinions of others and should make every effort to indicate that he is not an institutional spokesman.

ARTICLE 11
STRIKES AND LOCKOUTS

11.1 During the term of this Agreement, or any extension thereof, the Union shall not either, directly or indirectly, countenance, support, suggest, or participate in any strike, work stoppage, or slow down of any sort, nor shall there be any lockout on the part of the College.

ARTICLE 12
PERSONNEL FILE

12.1 The College shall maintain an official, confidential personnel file for each of its bargaining unit members.

12.2 The personnel file shall include, but not be limited to:

12.2.1 Personal data.

12.2.2 Information relating to the employee's academic and professional accomplishments submitted by the employee or placed in the file at his request.

12.2.3 Records generated by the College.

12.2.4 Memoranda of discussions between the employee and his department chairperson or supervisor relating to evaluations of the employee's performance.

12.2.5 Reports of the employee's professional performance.

12.2.6 Written material concerning appointment, reappointment, promotion, tenure and/or completion of the probationary period.

12.2.7 Written responses by the Faculty Member to any material in their file shall be maintained in the file.

12.3 No unsigned document of complaint or derogatory material shall be placed in the personnel file.

12.4 Within a reasonable period of time, which shall be no more than five working days following recept of a written request to the responsible individual, the employee shall have access to the file with the exclusion of pre-employment material.

12.5 Under no circumstances shall information in the personnel file of the Faculty be given out without the express written permission of the Faculty Member, provided, however, that the department heads, senior administrators of the College and members of the Board shall be entitled to such information, unless otherwise required by law.

12.6 Evaluative materials shall not be placed in the Faculty Member's personnel file without being shown to the individual involved.

ARTICLE 13
FACULTY RESPONSIBILITIES

13.1 As a teaching institution, the Faculty Member's primary responsibility shall be teaching and shall also include, but not necessarily be limited to, student advisement, assistance at pre-registration, participation on College committees and involvement in professional development activities.

ARTICLE 14
WORKLOAD

14.1 Work Year - Full time Faculty shall be appointed on one of the following work year schedules:

14.1.1 Academic Work Year - The academic work year shall be consistent with State Board of Education 35.23 and shall also include a period of time each semester for final examinations, two development days each year, commencement and a Fall General Faculty Meeting prior to the start of the Fall semester.

14.1.2 12-Month Work Year - Faculty on 12-month appointment shall work a full calendar year beginning September 1 to and including August 31. Faculty on such appointment shall follow the administrative work calendar and shall be entitled to 21 paid vacation days and 11 paid holidays.

14.2 Workload--Teaching Faculty.

14.2.1 A full time teaching load shall be 30 workload credit hours per academic year. Workload credit hours shall be determined as follows:

$$\frac{\text{Student Credit Hours + Contact Hours}}{2}$$

14.2.2 For Faculty whose teaching assignment includes courses requiring supervised laboratory hours, the maximum semester teaching load shall be 14 to 16 workload credit hours. When the teaching load exceeds 30 workload credit hours in the academic year, the Faculty Member shall received overload pay.

14.2.3 For Faculty whose teaching assignment does not include courses requiring supervised laboratory hours, the maximum semester teaching load shall be 15 workload credit hours. When the teaching load exceeds 15 workload credit hours in any academic semester, the Faculty Member shall require overload pay.

14.2.4 The College shall have the right to assign additional academic duties to those Faculty Members on a reduced teaching load. The additional duties shall be equated to a teaching assignment.

14.2.5 Lapse Time - The College shall make a good faith effort to ensure that no more than four hours elapse between the end of the first class and the beginning of the last class on any given day, unless the Faculty Member agrees otherwise, and no less than 11 hours shall pass between the end of the last class of the regular teaching load on one day and the beginning of the first class on the next day, unless the Faculty Member agrees otherwise.

14.2.6 Course Preparation - The College shall strive to maintain a norm of two course preparations when such can be done consistent with departmental needs and the need to assign the Faculty Member a full time teaching load. When it is not possible to maintain the two-course preparation, the department chairperson shall provide for an equitable distribution of course preparation within the department.

14.2.7 Office Hours - All teaching Faculty shall post and maintain a minimum of three office hours per week at times designed to insure the Faculty Member's reasonable availability to the students they serve. A schedule of the office hours shall be submitted to the appropriate department chairperson within five calendar days following the start of each academic calendar.

14.2.8 Tentative Teaching Schedule - The College shall strive to maintain a Faculty Member's tentatively arranged semester teaching schedule when such can be done consistent with the needs of the department. Courses included as part of the Faculty Member's tentative teaching load (exclusive of overload) shall not be subject to the hold procedure. In arranging the tentative teaching schedule, the Faculty Member's preference for a schedule of day classes shall be honored, except where evening classes are needed to maintain a full teaching load or to satisfy curriculum requirements of the department. Day classes shall be understood to be classes which start between 8:00 a.m. and 6:00 p.m.

14.2.9 Off-Campus Teaching Assignment - When it is necessary for a Faculty Member to teach at two campuses or facilities on a single day, classes will be scheduled so as to permit reasonable travel time. Reimbursement for travel shall be in accordance with the College's current travel reimbursement rates. Except where needed to maintain a full teaching schedule, teaching at two campuses or facilities on a single day shall be at the option of the Faculty Member.

14.2.10 Clinic Ratios - Except for temporary situations, the College will maintain the student/faculty ratio, as recommended by the appropriate allied health accrediting associations or the Pennsylvania Department of Education.

14.3 Hours of Work--Service Faculty.

14.3.1 Non-teaching service Faculty shall be required to work a 35-hour work week, seven-hour workday. The actual daily work schedules shall be subject to the needs of the College and work assignments, at the discretion of the immediate supervisor. Evening assignments may be part of the normal workday. However, the College shall provide for an equitable distribution of evening assignments for counselors and an equitable distribution of the weekend assignments for librarians. No split-shift assignment will be made without the approval of the Faculty Member.

14.3.2 Service Faculty required to work in excess of 35 hours per week shall be granted compensatory time-off (on a one-to-one basis) which may be accumulated up to a maximum of 35 hours. Compensatory time-off shall be taken at a time mutually agreed upon by the Faculty Member and his/her supervisor, and must be taken during the semester in which the compensatory time was worked.

14.4 Special Term Appointment. Faculty employed full time on special term appointment shall be hired for a specified period of time, not to exceed one calendar year. Such Faculty shall hold the rank of lecturer, and the terms and conditions of the Collective Bargaining Agreement identified below shall not be applicable to persons so employed.

14.4.1 Faculty shall be hired on special term appointment for the following reasons:

14.4.1.1 To temporarily fill positions vacated by regular full time Faculty Members on leave of absence; or

14.4.1.2 To fill positions funded by grants and/or other special funding sources.

14.4.2 Should Faculty employed under special term appointment subsequently be hired by the College to fill a regular full time Faculty position, the period of employment on special term appointment shall not be used for tenure or for promotion decisions and shall not be considered in determining the Faculty Member's seniority.

14.4.3 Persons employed on special term appointments shall be provided with a written personnel contract agreement setting forth all of the terms and conditions of such employment.

14.4.4 Those areas of the contract that are not applicable to such employment are:

14.4.4.1 Article 15, "Promotions".

14.4.4.2 Article 16, "Retrenchment".

14.4.4.3 Article 17, "Procedure for Non-Renewal and Removal of Non-Tenured Faculty".

14.4.4.4 Article 18, "Attainment of Tenure".

14.4.4.5 Article 19, "Leave of Absence". Such Faculty shall be eligible for: (a) bereavement leave; and (b) jury/court appearance. Such Faculty shall also be entitled to ten days at full pay in the event of an absence for personal illness, subject to collegiate coverage.

14.4.4.6 Article 20, "Procedure for the Dismissal for Tenured Faculty or for the Dismissal of Non-Tenured Faculty Whose Terms Have Not Expired".

14.4.4.7 Article 21, "Salary".

14.4.4.8 Article 23, "Fringe Benefits". Such Faculty shall be eligible for all benefits, except life insurance for retirees.

14.4.4.9 Article 25, "General Provisions".

ARTICLE 15
PROMOTIONS

15.1 Promotions shall be by merit within the discipline. The promotion in rank or position with the Faculty rank shall be in the following progression in the bargaining unit: (a) assistant instructor; (b) instructor; (c) assistant professor; (d) associate professor; and (e) professor. The criteria for promotion represents the "minimum qualifications" for advancement in rank; all modifications to these criteria must be done with the full and final approval of the President of the College. For promotion within Faculty rank, the minimum qualifications are:

15.1.1 To Assistant Instructor - Bachelor degree or equivalent.

15.1.2 To Instructor - Master degree or equivalent and teaching experience.

15.1.3 To Assistant Professor - Master degree or equivalent and three years of successful college-level teaching, or its equivalent, at the rank of instructor at Montgomery County Community College.

15.1.4 To Associate Professor - Master degree or equivalent and three years of successful college-level teaching, or its equivalent, at the rank of assistant professor at Montgomery County Community College, plus 15 additional graduate hours or their equivalent.

15.1.5 To Professor - Doctorate or equivalent and three years of successful teaching at the rank of associate professor at Montgomery County Community College; or, master degree, plus 30 graduate hours or their equivalent and five years of successful teaching at the rank of associate professor at Montgomery County Community College.

15.2 Upon the effective date of any promotion, the Faculty Member shall receive a $500.00 increase in pay added to his/her base annual salary.

15.3 Meeting the minimum criteria for promotion does not, in itself, assure that promotion will be automatically forthcoming. The College shall administer this section consistent with past practice. It shall be the sole determination of the College to determine the number of Faculty promoted at any given time. A termination or resignation of higher ranked Faculty shall not automatically cause a promotion to fill the terminated Faculty Member's position.

15.4 The College shall announce the available positions subject to promotion, where practicable, by December 15 of each year. Faculty Members must submit their applications for the positions available to their department chairperson no later than February 1 of each year. All applications for promotion which are approved shall be announced by the Board of Trustees, where practicable, by May 15 of each year.

ARTICLE 16
RETRENCHMENT

16.1 If, at any time, it shall be determined by the College to be necessary to reduce the Faculty at the College, for financial or other good faith reasons, such reduction, when it results in discontinuation of employment during a Faculty Member's contract term, shall be considered retrenchment.

16.2 No full time Faculty Member shall be retrenched by substituting part time Faculty.

16.3 If, at the time of retrenchment of the Faculty, there are courses being taught or to be taught by a part time Faculty Member in the same academic discipline as the person whose employment is to be discontinued, such Faculty Member shall have the option of teaching those said courses. At the time of retrenchment, overloads within the discipline shall be assigned to a qualified Faculty Member subject to retrenchment within the discipline. Before any full time Faculty Member is released, he/she shall have the right to assemble course loads out of the overload courses (including Summer and evening) available at the College, provided that he/she is qualified to teach them, as determined by the College. If the load assembled is less than full time, the affected Faculty Member shall receive health, medical and dental insurance for the period of recall, provided that he/she is working a minimum of 50% of the full load.

16.4 At the time of retrenchment of full time Faculty, the College shall consider, in good faith, the reassignment of the affected Faculty Members to another available vacant position within the College at the rank and salary commensurate with that position and without prejudice to recall rights.

16.5 Retrenchment, when necessary, shall be by discipline and made according to and in the inverse order of their discipline seniority.

16.6 The following procedure shall be followed when retrenchment becomes necessary by academic discipline among Faculty Members having the same academic discipline and course qualifications as the Faculty Member being displaced. Non-tenured Faculty Members shall be released first, in inverse order of length of their discipline seniority (i.e., most junior first). If it should become necessary to release full time tenured Faculty Members, they shall be released in inverse order of their discipline seniority (i.e., most junior first). If two or more Faculty Members possess the same discipline seniority, the lower in academic rank will be released first within the discipline being reduced. If two or more Faculty Members possess the same discipline seniority, the same academic rank and the same discipline seniority within the rank, those possessing only a master degree will be released before those possessing earned doctorates within the discipline being reduced. In all cases of reduction, the senior Faculty Member must have the necessary qualifications to perform the work required.

16.7 No new Faculty Member shall be hired to fill a vacancy in the academic discipline and course qualifications unless the vacancy is first offered in writing, to the most senior eligible Faculty Member who was retrenched within the academic discipline. The Faculty Member shall respond, in writing, to the College within 30 days after receipt of the offer. In the event a Faculty Member rejects an offered position or the College has not received the acceptance of the offer within 30 days after delivery to the Faculty Member, his/her name will be removed from the recall list and rights accruing hereunder shall terminate. The position shall be offered to the next most senior retrenched Faculty Member and continues down the line of seniority within the discipline. The College shall rely on the last address given to it by the Faculty Member in writing.

16.8 A retrenched Faculty Member shall remain eligible for recall for a period of three years after the effective date of the retrenchment, after which all rights and benefits accrued at the College shall terminate.

16.9 Notices of retrenchment to Faculty Members shall not be given until the following has occurred:

16.9.1 No less than 30 days before the date of the intended notice, the Board shall meet and discuss (as defined by Act 195) with the Union the possibility of retrenchment.

16.9.2 At that meeting, the Board shall provide the Union with the data upon which its intention is based.

16.9.3 Within ten days after that meeting, the Union shall transmit a written response to the Board.

16.9.4 After the receipt of that response, the Board shall make a final decision. The Board shall include comment on the Union's recommendations as part of its decision.

16.10 Notice of reduction in the academic discipline shall be given to the Faculty Member affected no later than one full academic semester prior to the effective date of the reduction.

16.11 A retrenched Faculty Member with seven or more years of full time regular employment with the College shall continue to be covered by the College's health and dental insurance plan for six months and, for a retrenched Faculty Member with less than seven years of full time employment, he/she shall continue to be covered by the health and dental insurance plan for three months. Such coverage shall not be provided if the retrenched Faculty Member is eligible for similar coverage under a spouse's insurance plan or if the retrenched Faculty Member is employed and eligible for similar coverage with his/her employer.

16.12 Retrenchment shall begin on the day immediately following the last workday of the Faculty Member's work year.

16.13 Discipline seniority is seniority earned through full time employment (teaching, counseling, or library service) within the Faculty Member's principle discipline. The following exceptions shall apply to discipline seniority:

16.13.1 For Faculty Members in a bargaining unit position as of September 1, 1979, all full time regular employment with the College as a professional employee prior to September 1, 1979, shall be considered in determining their discipline seniority.

16.13.2 Department Chairpersons and Program Directors shall not earn discipline seniority after September 1, 1983.

16.13.3 Administrators, other than Department Chairpersons, initially hired in a bargaining unit position prior to September 1, 1979, and who returned to a bargaining unit position after September 1, 1979, shall have the least discipline seniority of any tenured Faculty Member in that discipline in the department. The maximum discipline seniority they may retain shall be one (1) day less than the junior tenured member of that discipline in the department.

16.14 A Faculty Member may have more than one principle discipline, provided it is within the same department.

16.15 A tenured Faculty Member who is transferred from one department to another department to avoid retrenchment will be considered the junior tenured member of that discipline in the department.

16.16 Discipline seniority only has application to Article 16, "Retrenchment".

ARTICLE 17
PROCEDURE FOR NON-RENEWAL AND REMOVAL OF NON-TENURED FACULTY

17.1 Non-Renewal - If a non-tenured Faculty Member's appointment is not renewed, the College will make every reasonable effort to inform him/her of that decision, in writing, by March 1 of the first year of appointment, and by February 1 of the second and third year of appointment, stating the reason(s) for non-renewal in writing. The non-tenured Faculty Member may, within ten working days following the receipt of such notice, appeal the decision to the President or his designated representative. If the decision of the President or his designated representative is not satisfactory, the Faculty Member may, within ten working days, appeal the decision to the Personnel Committee of the Board of Trustees, whose decision shall be final and binding.

17.2 Removal.

17.2.1 During the first, second and third years of appointment, a non-tenured Faculty Member may not be removed without cause, which shall be stated if the employee so requests. If the cause is questioned, the matter of removal shall be processed through the Grievance Procedure, Article 3 of this Agreement; provided that the final step of this type of grievance shall be with the Personnel Committee of the Board of Trustees, whose decision shall be final and binding. The Faculty Member so terminated shall receive one month's severance pay, except for gross misconduct.

17.2.2 During the fourth year of appointment and until the attainment of tenure, the non-renewal or failure to reappoint a non-tenured Faculty Member shall be for cause, which shall be stated in writing. If the cause is questioned, the matter shall be processed through the Grievance/Arbitration Procedure, Article 3 of this Agreement.

ARTICLE 18
ATTAINMENT OF TENURE

18.1 Assistant instructors and instructors do not hold tenure.

18.2 Assistant professors normally attain tenure upon appointment of the fifth year of full time service with the College. Tenure for associate professors is normally attained upon attainment of the third year of full time service with the College. Professors normally attain tenure upon appointment for a second year or immediately if they are appointed from within the College.

18.3 Service to the College under part time contracts, temporary full time appointment and unpaid leaves will not be considered when a person is a candidate for tenure.

18.4 The Board of Trustees may, upon the recommendation of the President of the College, grant tenure to those holding academic rank who have served less than the specified period of time.

ARTICLE 19
LEAVE OF ABSENCE

19.1 Paid Leaves.

19.1.1 Bereavement Leave.

19.1.1.1 In the event a Faculty Member suffers a death in his/her immediate family, he/she shall receive a leave of absence, with pay, for five consecutive calendar days. "Immediate family" shall be defined as a parent, spouse, child, brother, or sister.

19.1.1.2 A leave of absence, with pay, for up to three consecutive calendar days shall be granted upon the death of any of the following: mother-in-law, father-in-law, grandparent, or person who is a member of the employee's household at the date of death.

19.1.1.3 Two additional calendar days may be granted by the immediate supervisor for special circumstances.

19.1.1.4 Collegial coverage shall be provided to meet the Faculty Member's assignment during such absence.

19.1.2 Jury/Court Appearance.

19.1.2.1 An employee scheduled for jury duty or for whom it is otherwise necessary to appear in any court or before any governmental agency as a witness in a suit between other parties, when subject to a subpoena or other process, shall be excused from his/her normal duties for such appearance, without loss of pay. If the Faculty Member receives jury pay or any other compensation, his/her College pay shall be reduced accordingly.

19.1.2.2 The College shall have the right to request the appropriate authorities to relieve such Faculty Member of jury duty or other such appearance in any manner permitted by law.

19.1.3 Military Reserve Leave - Any Faculty Member who takes the usual two-week military reserve duty leave shall be granted a leave, with pay, and shall receive from the College pay equivalent to the difference between his/her military pay and his/her normal base salary for the same period (where military pay is less).

19.1.4 Sick Leave/Income Protection.

19.1.4.1 When a Faculty Member becomes unable to work for medical reasons, he/she shall be eligible for full base salary for a period of 60 calendar days. After that, he/she will become eligible to receive 60% of his/her regular base salary for the next 120 calendar days.

19.1.4.2 All Faculty shall become eligible for this benefit 30 calendar days after their first day of employment with the College as a full time regular Faculty Member.

19.1.4.3 Collegial coverage shall be provided to meet the Faculty Member's assignment during such absence.

19.1.4.4 The College reserves the right to have a physician of its choice examine a Faculty Member on such leave and/or to require a statement(s) from the Faculty Member's attending physician(s) concerning his/her condition.

19.1.5 Sabbatical Leave.

19.1.5.1 A Faculty Member shall become eligible for sabbatical leave upon the attainment of the rank of assistant professor and upon the completion of six years of full time employment at the College. Following receipt of such leave, the Faculty Member shall not be eligible for another sabbatical leave under the provisions of this Article 19 until he/she has completed an additional six years of full time employment at the College.

19.1.5.2 Time spent on a leave of absence without pay shall not be counted in determining the six-year requirement of full time employment with the College.

19.1.5.3 The selection of those Faculty to receive such leave shall be in accordance with the guidelines established by the College. In the event the College judges two or more applicants for sabbatical leave to have equally met the guidelines established by the College, the most senior Faculty Member shall be awarded the sabbatical leave.

19.1.5.4 Request for sabbatical leave must be received by the College President on or before October 1 of the preceding academic year, and such requests shall include the reason for the leave and a detailed explanation of the activities planned during the period of the sabbatical leave.

19.1.5.5 A sabbatical leave may be taken for any of the following reasons: (a) advanced study; (b) unpaid service in an educational/professional organization; (c) curriculum development; (d) research; (e) health reasons; (f) travel; and (g) any other purpose which would enhance the Faculty Member's service to the College.

19.1.5.6 An affirmation of good faith intent to return to the College's employ for a period of one full year following the competion of such leave shall be included in the sabbatical leave request and, before such leave is granted, the Faculty Member shall agree, in writing, that, in the event he/she fails to return to service at the expiration of the sabbatical leave and serve in the College's employ for a full year following the period of the leave, he/she shall be responsible for repayment of salary (plus benefit costs) received while on sabbatical leave.

19.1.5.7 During the period of such leave, the Faculty Member shall receive his/her regular base salary, if the leave is for one semester; or one-half of his/her regular base salary, if the leave is for two semesters. For Faculty on a 12-month work year, one semester shall equal six months.

19.1.5.8 The number of Faculty on sabbatical leave each year shall not hamper or interfere with the efficient operation of the College, nor add an expenditure to the operation of the College beyond the budget set by the College for the purpose of financing sabbatical leaves. The College shall administer this section consistent with past practice.

19.1.5.9 The College shall notify, in writing, all applicants for sabbatical leave of the decision of their request on or before February 15 of each academic year.

19.1.5.10 The College reserves the right to terminate the Faculty Member's sabbatical leave, in the event the College finds that the Faculty Member is not acting in a manner consistent with the reason and planned activities contained in his/her request for the leave.

19.2 Unpaid Leaves.

19.2.1 Military Leave - Any Faculty Member who serves in the Armed Forces or in alternate service approved and authorized by the Selective Service System shall be granted a leave of absence for the period of such service, as required by applicable statute. An employee so affected will be required to reapply within 90 days after his/her discharge or separation from service, which must be under honorable conditions.

19.2.2 Child-Rearing Leave.

19.2.2.1 A child-rearing leave of absence, without pay, may be granted to a Faculty Member who becomes a parent of a newly-born child or legally adopted child up to five years of age.

19.2.2.2 Only those Faculty who have been employed by the College for at least two consecutive years shall be eligible for such leave.

19.2.2.3 The request for such leave must be in writing, and shall contain the length of time desired and submitted to the College President at least three calendar months prior to the beginning of the semester for which the leave is desired. In no case shall the period of such leave exceed the length of the Faculty Member's work year and, for teaching Faculty, the return for such leave must coincide with the beginning of an academic semester.

19.2.2.4 The Faculty Member on such leave must submit written notice to the College President of his/her intent to return to the College's employ at least two months prior to the expiration date of the approved leave.

19.2.2.5 Such leave may, at the sole discretion of the College President, be extended for a period of time equal to the Faculty Member's work year.

19.2.2.6 A Faculty Member on approved child-rearing leave shall be eligible for part time assignment, at prevailing part time salary rates, provided that he/she provides advanced notice of such interest to the appropriate dean/director/chairperson and provided such part time work is available.

19.2.3 Special Leave.

19.2.3.1 Special leave, without pay, may be granted at the sole discretion of the College President.

19.2.3.2 The request for such leave must be made in writing, and shall include the length of time desired and be submitted to the College President at least three calendar months prior to the start of the Faculty Member's work year. The three-month notice shall be waived in emergency situations. In no case shall be the period of such leave exceed the Faculty Member's work year.

19.2.3.3 Only those Faculty who have been employed by the College at least two consecutive years shall be eligible for such leave.

19.2.3.4 A Faculty Member on such leave must submit written notice to the College President of his/her intent to return to the College's employ at least two calendar months prior to the expiration date of the approved leave.

19.2.3.5 Such leave may, at the sole discretion of the College President, be extended for a period of time equal to the Faculty Member's work year.

19.2.4 Disability Leave.

19.2.4.1 A Faculty Member who has completed one full year of employment with the College and who has become eligible for benefits under the College's Long-Term Disability Insurance Plan shall be granted a disability leave of absence, without pay, for one year beginning the first workday of his/her work year immediate following his/her eligibility to receive disability benefits. If the disability continues, the leave shall be extended in one-year increments.

19.2.4.2 Disability leave will be extended up to a maximum of three years.

19.2.4.3 The Faculty Member on disability leave shall notify the College, by registered mail, of his/her intent to either return to work or extend his/her disability leave for another year no later than May 1, if on a 12-month work year and June 1, if on an academic work year. Failure of the Faculty Member to submit such written notice, as stipulated herein, shall be considered to have voluntarily resigned his/her employment with the College.

19.2.4.4 During the period of the approved disability leave, the Faculty Member may participate in the College's health and dental insurance plan, if permitted by the carrier, and the College shall pay the premium costs for such insurance benefit; provided that, in the event the Faculty Member is eligible for similar coverage under a spouse's insurance plan or other insurance program, the College shall not continue such health and dental insurance coverage during the leave.

19.2.4.5 Within 30 calendar days following receipt of the Faculty Member's notice of intent to return to the College's employ, as set forth herein, the Faculty Member must submit to a complete physical examination by a licensed physician designated by the College. If, in the opinion of the College's designated physician, the Faculty Member is not able to assume his/her normal workload, the College physician's decision shall be binding and the Faculty Member's disability leave will be extended for another year; provided that such extension does not exceed the three-year maximum set forth herein.

19.2.4.6 A Faculty Member's return from disability leave shall be in accordance with the provisions set forth in this Article 19 under the heading, "General Provisions--Unpaid Leaves", unless such provisions are inconsistent with the specific provisions of disability leave as set forth above.

19.2.4.7 The employment of a disabled Faculty Member no longer eligible for extension of his/her disability leave shall be terminated, and all rights and benefits will cease on the last day of the disability leave.

19.2.4.8 Anything herein to the contrary notwithstanding, the employment of a Faculty Member who has not completed one full year as a full time regular Faculty Member and who is unable to work because of medical reasons shall be terminated when he/she has exhausted all sick leave in full and 60%, as provided for in Section 19.1.4 of this Article 19.

19.3 General Provisions--Unpaid Leaves.

19.3.1 During the period of any approved unpaid leave, the Faculty Member may participate in all of the College's insurance benefits, if permitted by the carrier, and the College shall pay the premium costs for such insurance benefits; provided that, in the event the Faculty Member is eligible for similar coverage under a spouse's insurance plan or other insurance program, the College shall not continue such coverage during the leave.

19.3.2 A Faculty Member shall be considered to have voluntarily resigned from the College's employ in the event he/she becomes employed on a full time basis elsewhere during the period of approved unpaid leave without the written consent of the College President.

19.3.3 Faculty Members who fail to provide proper written notice of their intent to return to the College's employ following the approved leave, or who fail to return at the expiration of their approved leave, shall be considered to have terminated their employment with the College by voluntary resignation.

19.3.4 Upon his/her return to the College's employ following such unpaid leave, the Faculty Member shall be placed in the same position or one of like status with all benefits as he/she would have been entitled to had he/she been in regular service to the College. However, the period of time on such leave shall not be used for tenure and/or promotion decisions, nor shall it be considered in determining the Faculty Member's seniority.

19.4 Collegiate Coverage.

19.4.1 Collegial coverage will be arranged between the department chairperson and the Faculty Member.

19.4.2 After ten working days of collegial coverage, the College shall pay for such coverage at the prevailing overload compensation rate, which shall be determined by dividing the compensation per semester hour rate for the Faculty Member's academic rank by 16.

ARTICLE 20
PROCEDURE FOR THE DISMISSAL FOR TENURED FACULTY OR FOR THE DISMISSAL OF NON-TENURED FACULTY WHOSE TERMS HAVE NOT EXPIRED

20.1 Preliminary Proceedings Concerning the Fitness of a Faculty Member - When reason arises to question the fitness of a Faculty Member who has tenure or whose term appointment has not expired after the third year of appointment, the appropriate administrative officers shall discuss the matter with him/her in a personal conference. A Union representative may be present at this discussion, if the Faculty Member wishes. The matter may be terminated by mutual consent at this point. If it is not, the administration may bring formal charges, with copies to the Faculty Member and the Union.

20.2 Hearing Procedures - The formal proceedings shall begin with a written notice to the Faculty Member informing him/her of the charges. If the Faculty Member wishes a hearing, he/she shall inform the administration within ten days after receipt of the formal charges. If the Faculty Member fails to request a hearing in writing within ten days, the Faculty Member waives all rights under this Agreement and the charges shall stand.

20.2.1 Hearing Committee - The Hearing Committee shall consist of three Faculty Members chosen by the Executive Committee of the Union, three Faculty Members chosen by the administration and one Faculty Member chosen by the above six, all chosen from the standing Disciplinary Committee consisting of Faculty Members chosen by each party, within 30 days from the date of this Agreement. The Committee shall elect its own chairperson.

20.2.2 Committee Proceedings - The hearing shall commence no later than 20 days after the Faculty Member has requested a hearing. The Committee shall hear the case with full concern for due process. Each side may call witnesses and may cross-examine witnesses. A stenographic record of the proceeding shall be maintained (the College and the Union shall share the cost of transcription). The Union shall be represented at the hearing and shall, if so requested, provide assistance to the Faculty Member. The Faculty Member shall have the option of representation by legal counsel.

20.2.3 The Committee shall determine its own operating rules, providing that these are consistent with the due process requirement and shall, when necessary, be given all evidence by both parties that the Committee considers germane to the case.

20.2.4 The hearing shall be closed to all except the parties involved.

20.2.5 The hearing shall be concluded within ten days, but, in no event, later than 15 days. A written decision shall be rendered and forwarded to the President within ten days after recept of the transcript.

20.3 Consideration by the Board of Trustees. The President, or his representative, within five days after receipt of the Committee's decision, shall transmit to the Board of Trustees the full report of the Hearing Committee, its decision and his recommendation. If the Board chooses to review the case, its review shall be based on the record of the previous hearing, accompanied by the opportunity for argument, oral, written, or both, by the principals or their representatives at the hearing of the Committee. Appeals from dismissal for cause through the Grievance/Arbitration Procedure shall not commence until after the Board of Trustees has rendered its final decision. Upon receipt of that decision, the Faculty Member may appeal the case directly to an arbitrator.

20.4 All time limits stated above may be altered by mutual consent of the parties.

20.5 Publicity. Except for such simple announcements as may be required covering the time of the hearing and similar matters, public statements about the case by either the Faculty Member or administrative officers shall be avoided so far as possible until the proceedings have been completed. Announcement of the final decision shall include a statement of the Hearing Committee's original action, if this has not previously been known.

20.6 In case of a dismissal for cause, such dismissal shall not be effective until after the award of the arbitrator. Suspension of a Faculty Member against whom dismissal charges are pending is justified only if immediate harm to himself/herself or others is threatened by his/her continuance. Pending the decision of the arbitrator, a Faculty Member's pay shall be withheld only for reasons of gross misconduct.

ARTICLE 21
SALARY

21.1 1988/1989 Salary Increase. All full time regular Faculty who are under contract for the year beginning on or about September 1, 1988, and who were under contract the previous year shall receive an annual salary increase of three and one-half percent (3.5%) of their base annual 1987/1988 salary, plus $1,204.00 "Across-the-Board". For Faculty on twelve (12) month appointment, the "Across-the-Board" increase shall be $1,457.

21.2 1989/1990 Salary Increase. Those full time regular Faculty Members under contract during 1988/1989 shall receive an annual salary increase of three and one-half percent (3.5%) of their base annual salary for 1988/1989, plus $1,289.00 "Across-the-Board." For Faculty on twelve (12) month appointment, the "Across-the-Board" increase shall be $1,560.

21.3 1990/1991 Salary Increase. Those full time regular Faculty Members under contract during 1989/1990 shall receive an annual salary increase of seven percent (7.0%) of their base annual salary for 1989/1990.

ARTICLE 22
ADDITIONAL COMPENSATION

22.1 Overloads/Summer Sessions. Faculty Members assigned to teach an overload or in the Summer session(s) shall be paid in accordance with the following schedule:

Academic Rank	Compensation Per Semester Hour		
	09/01/88 -	09/01/89 -	09/01/91
Professor	$465.00	$470.00	$475.00
Associate Professor	$450.00	$455.00	$460.00
Assistant Professor	$435.00	$440.00	$445.00
Instructor	$420.00	$425.00	$430.00

22.2 Credit by Examination Faculty assigned to administer and evaluate the credit by examination procedure shall be paid Ten Dollars ($10) per student per credit.

22.3 Placement Examination. Faculty assigned to administer and evaluate placement tests shall be paid Ten Dollars ($10) per hour.

22.4 Independent Study. Faculty assigned to teach an independent study course shall be compensated in accordance with the following formula:

$$\frac{\text{Number of Student x Credit Hours x Overload Rate for Rank}}{10}$$

22.5 Pro-Rated Overload Compensation Rate. The pro-rated overload compensation rate shall be determined by dividing the compensation per semester hour rate set forth above for the Faculty Member's academic rate by 16.

22.6 Hourly Compensation Rate. Non-teaching service Faculty on academic year appointment assigned to work during the summer months shall be compensated at the rate of Twelve Dollars ($12) per hour.

ARTICLE 23
Fringe Benefits

23.1 The following benefits provided by the College during the 1981/1982 fiscal year shall continued to be enjoyed by the Faculty Member during the term of this Agreement, subject to the terms and conditions as defined in the various insurance plan documents provided by the insurance carriers.

23.1.1 Travel Insurance. The death benefits shall be $50,000.00.

23.1.2 Blue Cross, Blue Shield and Major Medical Coverage. The maximum Major Medical Coverage shall be $1,000,000.00.

23.1.3 Extended Dental Insurance. The Plan shall continue to include orthodontics, periodontics and prosthetics.

23.1.4 Long-Term Disability. The Plan shall continue to provide 60% of the Faculty Member's base salary after a six-month waiting period.

23.1.5 Life Insurance. The maximum death benefit shall be two times the Faculty Member's base annual salary.

23.1.6 Life Insurance for Retirees. The death benefit for a retiree over 62 years of age who has applied for and been granted a pension from the retirement plan in which the Faculty Member is enrolled shall be $5,000.00.

23.1.7 Pension Contribution to TIAA. The College's TIAA contribution rate shall be ten and one-half percent (10.5%) of the Faculty Member's annual salary effective September 1, 1988 and increase to eleven percent (11.0%) effective July 1, 1989.

23.1.8 Tuition Reimbursement. The College shall make available $17,000.00 for tuition reimbursement for each year of this Agreement. Such funds shall be used solely for the purpose of reimbursing Faculty Members for up to 70% of their actual tuition expenses incurred in approved graduate courses.

23.1.9 Free Tuition. The College shall continue the practice of providing free tuition at Montgomery County Community College for Faculty Members, their spouses and their children.

23.2 Benefits for Retired Faculty.

23.2.1 Health Insurance. The College will continue to enroll, subject to the provisions imposed by the carrier, and pay the premium costs for the employee in the College's group health insurance programs set forth below.

23.2.1.1 The medical insurance plan provided for all full time regular employees, or its equivalent.

23.2.1.2 The dental insurance plan provided for all full time employees, or its equivalent.

23.2.2 Payment of Premium Costs. The payment of such preium costs for the retired employee shall be made in accordance with the following.

23.2.2.1 Under age 62, the retiree must reimburse the College for all premium costs.

23.2.2.2. From age 62 until the retiree reaches 65 years of age, the College will pay the premium costs for the retired employee and covered dependents.

23.2.2.3. After age 65, the College will continue to pay the premium costs for the retiree's coverage and the employee will reimburse the College for premium costs for any covered dependents.

23.2.3 Life Insurance. The College shall pay the premium cost for a Five Thousand Dollar ($5,000) Term Life Insurance Policy.

23.2.4. Tuition Waiver. The College shall continue to provide the retiree and/or his/her dependents with a tuition waiver for courses taken at the College.

ARTICLE 24
SAFETY AND HEALTH

24.1 The College agrees to provide and maintain clean and adequate facilities in accordance with the federal, state and local standards.

ARTICLE 25
GENERAL PROVISIONS

25.1 In the event that any federal or state law shall become effective and where compliance therein is not consistent with the terms of this Agreement, such terms shall be considered automatically amended to comply therewith. In the event of the repeal or revocation of any law which has caused the terms of this Agreement to become automatically amended, the terms shall automatically revert to their original status prior to amendment.

25.2 It is understood and agreed that no agreement, alteration, or modification of any of the terms of the Collective Bargaining Agreement shall be made or recognized, unless executed in writing between the College and the Union.

25.3 The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all terms and conditions herein.

25.4 The Union recognizes the responsibilities imposed upon it as the exclusive bargaining agent of the employees covered by this Agreement. In order to provide maximum opportunities for continuing employment, good working conditions and fair and equitable wages, the Union agrees that it will cooperate with the College to assure a full day's work on the part of its members for a full day's pay and that it will do everything within its power to cause employees covered by this Agreement, individually and collectively, to perform and render efficient work and services.

25.5. Collegewide Seniority.

25.5.1 Collegewide seniority within the bargaining unit for those full time Faculty who were members of the bargaining unit as of September 1, 1984, shall be determined on the basis of length of service as a full time employee with the College.

25.5.2 Collegewide seniority shall be determined by the length of full time employment with the College. If two Faculty Members have the same length of employment with the College, the Faculty Member with the highest rank shall be considered the most senior. If two or more Faculty Members are of the same rank, the Faculty Member employed at that rank for the longest period shall be considered the most senior. If two or more Faculty Members have been employed at the same rank for the same period of time, the Faculty Member with an earned doctorate shall be considered the most senior.

25.5.3 Department chairpersons who are assigned to teach at least 12 hours during the academic year as part of their work assignment, or its equivalent for counselors and/or librarians, and who presently hold non-bargaining unit positions and who return to the bargaining unit as full time Members of the Faculty may do so, provided that the College approves and provided that no full time member of their department will be removed or retrenched in the first year after such a return. The bargaining unit seniority for such individuals shall be considered to have begun from the time that they became full time employees of the College. Although such individuals may earn bargaining unit seniority for the first year of this Agreement, any such individual employed by the College in a non-bargaining unit position as department chairperson and/or librarian shall not accrue any additional bargaining unit seniority after September 1, 1983, if they continue with such non-bargaining unit positions.

25.5.4 A Faculty Member who leaves the bargaining unit for any non-bargaining unit position with the College after September 1, 1983, shall retain all their bargaining unit seniority earned up to the time they leave the Union, but shall not earn any additional bargaining unit seniority for work outside the bargaining unit.

25.5.5 After September 1, 1983, bargaining unit seniority for all College employees will be earned only through full time employment with the College in a bargaining unit position.

25.5.6 A Faculty Member shall accrue bargaining unit seniority while on leave of absence with pay. However, the period of time on a leave without pay shall not be used for tenure and/or promotion decisions, nor shall it be considered in determining the Faculty Member's seniority.

25.5.7 Collegewide seniority shall only apply to promotions, leaves and tenure. It shall not apply in retrenchment decisions.

ARTICLE 26
SALARY PAYMENT

26.1 The base salary for Faculty on a academic work year shall be paid in either 20 or 26 equal bi-weekly payments, beginning on the first regular bi-weekly Friday pay date in September. Selection of the preferred payment option must be timely and irrevocable for the duration of that year.

26.2 The base salary for Faculty on a 12-month work year shall be in 26 bi-weekly payments, beginning on the first regular bi-weekly Friday pay date in September.

ARTICLE 27
COMPLETE AGREEMENT

27.1 The College and the Union acknowledge that, during the negotiations which resulted in this Agreement, each had an unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the College and the Union after the exercise of that right and opportunity are set forth in this Agreement, which represents the complete written Agreement of the parties. Neither the College, nor the Union, shall be obligated to negotiate concerning wages, hours, or conditions of employment during the term of this Agreement.

27.2 The Union agrees that, if a claimed past practice disagrees with this written Agreement, the written Agreement shall prevail.

ARTICLE 28
DURATION OF AGREEMENT

28.1 This Agreement shall be effective September 1, 1988, and remain in full force until Midnight, August 31, 1991, and shall be automatically renewed for successive yearly periods thereafter, unless notice is given, in writing, by the Union or the College to the other, not later than 195 days prior to June 30, 1991, which is the "budget submission date" for the College or 195 days prior to June 30 of any such period automatically renewed.

IN WITNESS WHEREOF, the parties have this third day of May, 1988, tentatively approved this Agreement pending formal ratification by both the Board of Trustees and the Union.

Formally ratified on April 29, 1988, by the MONTGOMERY COUNTY COMMUNITY COLLEGE FACULTY, PENNSYLVANIA FEDERATION OF TEACHERS (AFT/AFL-CIO).

George W. Phillips, President

Formally ratified on May 3, 1988, by the BOARD OF TRUSTEES OF MONTGOMERY COUNTY COMMUNITY COLLEGE.

James E. Mullen, Chairman

Judith A. Hart, Secretary

MEMORANDUM OF UNDERSTANDING

AMENDMENTS - EXTENSIONS TO 1985/88 COLLECTIVE BARGAINING AGREEMENT

The Board of Trustees of Montgomery County Community College and the Montgomery County College Faculty PaFT, AFT/AFL-CIO hereby agree to amend the 1985/88 Collective Bargaining Agreement as set forth below and extend the terms of the agreement to August 31, 1991.

ARTICLE 21 - Salary

A. Salary Increase:

The caculation of salary increases for each year of the three (3) ye agreement 1988/89, 1989/90, and 1990/91 will be as follows:

Teaching - Academic Year (10 month)

Faculty - 145 Total Salaries - $5,030,747

Rank	No.	Total Salaries	Average Salary
Professor	51	$2,061,188	$40,415
Assoc. Prof.	60	2,080,744	34,679
Assist. Prof.	29	775,539	26,742
Instructor	4	92,591	23,147
Lecturer	1	20,685	20,685
	145	$5,030,747	

Average Teaching Salary - $34,695

Non-teaching (counselor/librarian) on fiscal year (12 month) appointment

Faculty - 7 Total Salaries - $199,430

Rank	No.	Total Salaries	Average Salary
Professor	0	$ -0-	$ -0-
Assoc. Prof.	0	-0-	-0-
Assist. Prof.	5	154,629	30,926
Instructor	2	44,801	22,400
	7	$199,430	

Average Non-teaching Salary - $28,490

Total Salaries

Teaching Faculty (145)	$5,030,747
Non-teaching Faculty (7)	199,430
Total 1987-88 - 152 Faculty	$5,230,177

Average Faculty Salary - $34,409

Year	%	INCREASE
1988/89	7.0	.07 x $5,230,177 = ($366,112 ÷ 2 = 183,056)

Across-the-Board
$183,056 ÷ 152 = $1,204 Academic Year
$1,980 x 1.2 = $1,457 Twelve Month

plus 3.5% of 1987/88 base annual salary

Year	%	INCREASE
1989/90	7.0	.07 x $5,596,289 = ($391,740 ÷ 2 = 195,870)

Across-the-Board
$195,870 ÷ 152 = $1,289 Academic Year
$1,289 x 1.21 = $1,560 Twelve Month

plus 3.5% of 1988/89 base annual salary

Year	%	INCREASE
1990/91	7.0	.07 x $5,988,029 =

7% of the 1989/90 base annual salary

ARTICLE 23 BENEFITS

23.1.7 Pension Contribution to TIAA. The College's TIAA contribution shall be ten and one half (10.5%) percent effective September 1, 1988 and increase to eleven (11%) percent effective July 1, 1989.

ARTICLE 22 ADDITIONAL COMPENSATION

22.1 Overloads/Summer Sessions. Faculty Members assigned to teach an overload or in the Summer Session(s) shall be paid in accordance with the following schedule:

	COMPENSATION PER SEMESTER HOUR		
Academic Rank	9/1/88	9/1/89	9/1/90
Professor	465	470	475
Associate Professor	450	455	460
Assistant Professor	435	440	445
Instructor	420	425	430

ARTICLE 8 - RIGHTS OF THE UNION

8.7 The Union shall be given the option of purchasing one (1) additional course load reduction each academic semester by reimbursing the College an amount equal to the overload rate for an Associate Professor.

8.8 The Union shall reimburse the College at the rate of $12.00 per hour to compensate for the participation of twelve (12) month faculty in Union meetings. Such payment to be made at the end of each semester.

ARTICLE 14 - WORKLOAD

The College and the Union agree to the following workload equations:

A. EDU 150, 151, 152

1. Enrollments from EDU 150, 151, 152 may be combined and used as a part of the full-time workload of a faculty member. Three credits will be awarded for a total Fall/Spring enrollment of 5 - 9 students, six credits for an enrollment of 10 - 14 students, nine credits for an enrollment of 15 - 19 students and twelve credits for an enrollment of 20 - 30 students.

2. If the combined Fall/Spring enrollment is less than five (5), the faculty member will use the following formula to calculate his/her compensation:

   # students (below 5) x .6 credits = workload credits

   Special Note: Faculty assigned EDU 150, 151, 152 will be reimbursed for travel expenses.

B. COOP Intern Project(s)

1. A Coop Internship may be used as part of the full-time workload for a faculty member. Three credits will be awarded for an enrollment of 10 to 15 students.

2. If the enrollment is less than 10 students or more than 15 students, the following formula will be used to calculate the overload compensation:

# of students under 10 or the number of students over 15 x 3 credits x overload rate ÷ 10

3. A Coop course with an enrollment of 10 to 15 students may be used as an overload for a full-time faculty member and compensation shall be calculated as follows:

Overload credit hour rate x 3 credits

Special Note: Faculty assigned Coop Internship will be reimbursed for travel expenses.

C. HSW 210 and 220

1. HSW 210 may be used as a part of the full-time workload of a faculty member. Three credits will be awarded for an enrollment of 6-8 students.

2. HSW 220 may be used as a part of the full-time workload of a faculty member. Three credits will be awarded for an enrollment of 6-8 students.

3. Enrollments from HSW 210 and HSW 220 may be combined and used as a part of the full-time workload of a faculty member. Three credits will be awarded for an enrollment of 6-8 students.

4. If the enrollment is less than 6 students or more than 8 students, the following formula is used to calculate the overload compensation:

$$\frac{\text{\# of students under 6 or \# of students over 8 x 3 credits x overload rate}}{6}$$

5. If the enrollment is less than 6 students, a faculty member may use the following formula to calculate the equivalent part of a full-time workload for the faculty member.

# of students (below 6) x 0.5 credits = workload credits

6. Compensation for students enrolled above the maximum of 8 in the Fall Semester can be delayed or "banked" and applied to enrollment in the following Spring Semester. All delayed or "banked" student enrollments must be used in the same academic year.

Special Note: Facult-assigned HSW 210 and 220 will be reimbursed for travel expenses.

D. NON-TEACHING ASSIGNMENTS - Developmental Advisement, Tutorial Services in LAL, Placement Testing and Cadre

1. Payment shall be based upon 30 hours of work for each credit/pay hour - assignment to be broken down as follows:

   a. 24 hours scheduled duties in assigned activity
   b. 6 other hours, e.g., meetings, in-service training, individual preparation time, as mutually agreed upon by the appropraite supervisor and the faculty member.

2. Only one (1) assignment in the Learning Assistance Laboratory (maximum 3 credit hours/90 hours) per semester may be used in determining a full load for the faculty member. (Faculty are permitted to take only one (1) course load reduction per semester to accept this non-teaching assignment - any additional non-teaching assignment must be as an overload.) However, subject to the Academic Dean's approval, a faculty member may be permitted to take an additional course load reduction for the Learning Assistance Laboratory assignment.

3. Subject to the Academic Dean's approval, a faculty member may be permitted to take one (1) course load reduction (max. 3 credit hours/90 hours) per semester to accept an assignment in Developmental Advisement.

E. FULL-TIME TEACHING LOAD FOR ART FACULTY - In determining a full-time semester teaching load for a faculty member in the ART discipline, the following shall apply:

1. Any four (4) studio courses in the ART course listing in the current College catalog shall constitute a full-time teaching load.

2. In the event a faculty member is assigned a workload from the ART course listing in the current College catalog, and one (1) or more of the courses are not studio courses, the faculty member shall be required to have an average of 28 workload credits for the academic year. If the averaged workload for the academic year exceeds 28 workload credits, the faculty member will be paid for the overload. If the faculty member(s) workload falls below 28 workload credits for an academic year, the Division Chairman may use section 14.2.4 of the contract if appropriate.

3. In the event a faculty member, in consultation with the Division Chairman, is assigned an overload course(s), the standard workload formula listed in 14.2.1 will be used to calculate the overload credit value for the overlaod course(s).

SPECIAL JOINT COMMITTEES

The College and the Union agree to establish joint committees to study the following topics. Such study to begin on or before September 30, 1988. The Committee's reports will be due November 15, 1988.

A. Academic Reorganization
B. Retirement Incentive
C. Fringe Benefit Options
D. Long Range Planning - Faculty Salaries
E. Promotion & Tuition Reimbursement

The Committee reports shall be advisory only.

Ratified by the Montgomery County Community Faculty membership on

_____ _____

Mr. George W. Phillips, President MCCC/FA Date

Ratified by the Montgomery County Community College Board of Trustees on

_____ _____

Mr. James Mullen, Chairman, Board of Trustees Date

MEMORANDUM OF UNDERSTANDING

The College and the Union hereby agree:

A. To refer the following issues to Meet & Discuss,

1. Retraining program/plan for faculty.
2. The establishment of a college marketing advisory committee.
3. Faculty Development Day (fall).
4. Establishment of alternative supplemental retirement annuities (SRA) - develop procedure to implement same.

B. To establish a special Ad Hoc College/Union Committee to attempt to resolve the following issues:

1. Faculty Workload.
2. Calendar.
3. Facilities Use.
4. Class cancellation.
5. College equation of physical education courses and select courses in education.

This committee is to issue its final report/recommendation on April 11, 1986. This report/recommendation is advisory only.

C. To establish a special College/Union Committee to study the following issues related to the TIAA/CREF Retirement plan:

1. Comparison of the retirement plans offered by the College.
2. Comparison of contribution rates for each of these plans.
3. Comparison of the TIAA/CREF contribution rates at other colleges.

The committee will issue its report by November 5, 1986.

D. The following guideline shall apply to the determination of the faculty members principle/appointment discipline(s) and to determine the additional disciplines and/or courses the faculty member is qualified to teach.

Step I - Determination of Principle/Appointment Disciplines

1. The faculty member must be able to teach most if not all courses offered by the College in that discipline.

2. The faculty member may be listed for multiple disciplines only if the disciplines are in the same academic department.

3. The faculty member's discipline(s) will be identified on his/her annual reappointment notice and eventually in the College catalogue.

Step II - Identification and Certification of Those Additional Discipline(s) and/or Courses the Faculty Member is Qualified to Teach

1. The faculty member must submit a list of those additional

disciplines and/or specific courses he/she feels qualified to teach to the appropriate chairperson. This list must be accompanied by appropriate documentation such as transcripts, specific prior teaching assignments, in support of the request.

2. Following the review, the chairperson must forward a recommendation to the Dean of Academic Affairs for final approval.

3. If a faculty member disagrees with the chairperson's recommendation, he/she can appeal the chairperson's decision to the Dean of Academic Affairs. The decision of the Dean of Academic Affairs shall be final. However, the inconsistent, arbitrary or capricious application of standards and/or criteria shall be subject to the grievance procedure.

4. When approved by the Dean, a certification document will be prepared listing the faculty member's principle/appointment discipline(s) and the additional discipline(s)/course(s) the faculty member is certified (qualified) to teach. Copies are to be distributed to the faculty member, his/her personnel file, and the appropriate chairperson(s).

5. It shall be clearly understood that certification in those areas outside the faculty member's principle/appointment discipline(s), shall only entitle a faculty member to teach those courses to:

   a. avoid retrenchment,
   b. complete a full time semester teaching load,
   c. teaching an overload on an non-priority basis.

Attachments

Campbell's March 6, 1985 memorandum to Drs. Sweiter/Coyle
Campbell's May 6, 1985 memorandum to Department Chairpersons/ Program Coordinators

E. The caculation of salary increases for each year of the Contract will be as follows:

Teaching - Academic year appointment (9 mo.)

Faculty - 142 Total Salaries - $4,104,602

Rank	No.	Total Sal.	Ave. Sal.
Professor	39	$1,341,852	$34,406
Assoc. Prof.	62	1,805,191	29,116
Assist. Prof.	37	880,858	23,806
Instructor	4	76,701	19,175
	142	$4,104,602	

Average Teaching Salary - $28,906

Non-teaching (counselor/librarian) fiscal year appointment (12 mo.)

Faculty - 8 Total Salaries - $215.800

Rank	No.	Total Sal.	Ave. Sal.
Professor	1	$ 41,272	$41,272
Assoc. Prof.	0	-0-	-0-
Assist. Prof.	2*	45,134	22,567
Assist. Prof.	4	105,929	26,482
Instructor	1	23,465	23,465
	8	$215,800	

Average Non-teaching Salary - $26,975

*Counselors on academic year appointment

Total Compensation

Teaching Faculty	$4,104,602
Non-teaching Faculty	215,800
Total 1984/85 - 150 Faculty	$4,320,402

Average Faculty Salary - $28,803

Year	%	INCREASE	Cost
1985/86	6.8	.068 x $4,320,402 =	$293,787
		($293,787 ÷ 2 = 146,894)	

Across-the-Board
$146,894 ÷ 150 = $980 Academic Year
$980 x 1.2 = $1,176 Twelve Month

plus 3.4% of 1984/85 base annual salary

Year	%	INCREASE	Cost
1986/87	6.7	.067 x $4,614,189 =	$309,150
		($309,150 ÷ 2 = 154,575)	

Across-the-Board
$154,575 ÷ 150 = $1,031 Academic Year
$1,031 x 1.2 = $1,237 Twelve Month

plus 3.35% of 1985/86 base annual salary

Year	%	INCREASE	Cost
1987/88	6.5	.065 x $4,923,340 =	$320,017
		($320,017 ÷ 2 = 160,008)	

Across-the-Board
$160,008 ÷ 150 = $1,067 Academic Year
$1,067 x 1.21 = $1,291 Twelve Month

plus 3.25% of 1986/87 base annual salary

George Phillips _____ Date
President, MCCC Faculty, PaFT.AFT, AFL-CIO

James H. Campbell _____ Date
Assistant to the President
Human Resource Development

MEMORANDUM OF AGREEMENT

The Board of Trustees of Montgomery County Community College and the Montgomery County Community College Faculty PaFT, AFT/AFL-CIO agree to the following amendments to the 1982/1983 and 1983/1984 Collective Bargaining Agreement between the Board of Trustees and the Union.

PART I

Amendments to Agreement

A. Article XXI, "Salary". (1984/1985 Salary Increase)

Those full time regular Faculty Members on academic year or ten-month appointment employed under the 1982/1983 and 1983/1984 Collective Bargaining Agreement for 1983/1984 shall receive an annual salary increase of 3.4% of their base annual salary for 1983/1984, plus $924.00 "Across-the-Board" for 1984/1985.

Those full time regular Faculty Members on 12-month appointment employed under the 1982/1983 and 1983/1984 Collective Bargaining Agreement for 1983/1984 shall receive an annual salary increase of 3.4% of their base annual salary for 1983/1984, plus $1,108.00 "Across-the-Board" for 1984/1985.

B. Article XXVIII, "Duration of the Agreement".

It is hereby agreed that Line 2 and Line 3 of this Article shall be amended to continue the 1982/1983 and 1983/1984 Collective Bargaining Agreement in full force until Midnight, August 31, 1985.

PART II

Dental Insurance Review

The parties agree to establish a joint Faculty/Administration Committee to study the Dental Insurance. Such study to begin before September 30, 1983.

Any projected savings agreed upon by the parties will be used to improve/add additional fringe benefits to the extent of such savings.

The Committee shall submit a report on or before March 15, 1984, and such report shall be advisory only.

PART III

Workload

The College agrees to participate in a special Meet and Discuss Session prior to September 30, 1983, to:

A. Draft a definition for the allied health workload consistent with the 1982/1983 and 1983/1984 Collective Bargaining Agreement.

B. Discuss with the Union a proposal relative to semester hour equation of certain physical education courses.

C. Discuss with the Union concerns relative to secretarial science Faculty.

D. It is agreed that the matters set forth above shall be resolved by October 15, 1983. Resolution shall be understood to mean the College will provide a response to the issues discussed on or before October 15, 1983.

PART IV

Workload

The parties agree to the establishment of a joint Faculty/Administration Committee on workload for ten-month Faculty. This special committee shall review experiences at other community colleges and shall make a recommendation/report on or before May 1, 1984. Such recommendation/report shall be advisory only.

Memorandum of Understanding

It is understood that the Memorandum of Understanding and subsequent agreements reached through the Meet and Discuss relative to the 1982/1983 and 1983/1984 Collective Bargaining Agreement will continue in full force through any extension period.

The parties agree that, except as specifically provided for in Part I, "Amendments to Agreement," all other provisions of the 1982/1983 and 1983/1984 Collective Bargaining Agreement will continue in full force until Midnight, August 31, 1985.

FOR THE COLLEGE:

Date

James E. Mullen
Chairman, Board of Trustees
Montgomery County Community College

FOR THE FEDERATION:

Date

Rhoda McFadden
President, Montgomery County
Community College Faculty, PaFT,
AFT/AFL-CIO

MEMORANDUM OF UNDERSTANDING

The College and the Union agree that the 1982/1983 salary increase of $1,900.00 and the 1983/1984 salary increase of $1,750.00 for each bargaining unit member be distributed as follows:

1982/1983	$1,900.00 4% of 1981/1982 base annual salary $965.00 "Across-the-Board"
1983/1984	$1,750.00 3.5% of 1982/1983 base annual salary $865.00 "Across-the-Board"

The above was calculated as follows:

1982/1983 Increase of $1,900.00 Per Faculty Member:	Base Salary (149 Faculty)	$3,485,810.00	
	Increase 149 x $1,900.00	283,100.00	
	.04 x $3,485,810	139,432.00	
	$283,100 - $139,432	143,667.00	
	$143,677 ÷ 149	964.21	($965.00)
1983/1984 Increase of $1,750.00 Per Faculty Member:	Base Salary (149 Faculty)	$3,768,910.00	
	Increase 149 x $1,750.00	260,750.00	
	.035 x $3,768,910	131,911.00	
	$260,750.00 - $131,911	128,838.00	
	$128,838 ÷ 149	864.69	($865.00)

Allan Lander
Union Representative Date

James H. Campbell
College Representative Date

MEMORANDUM OF UNDERSTANDING

The College and the Union agree that, in determining the teaching load as set forth in Article 14, the following understanding shall apply:

1. The College and the Union agree, for purposes of calculating a full time teaching load, the following courses shall be assumed to be 3-credit hour courses:

ENG 011
MAT 010
MAT 020
MUS 255
PEH 100
REA 109, 111, 113 (Reading Courses)

2. The College and the Union agree, for purposes of calculating a full time teaching load, the following courses shall be assumed to be supervised laboratory courses:

Art, Computer Science and Drafting, where three credit hours are given for four contact hours of instruction.

3. The College and the Union agree that the semester hours equation for the following courses shall be consistent with and comparable to the equation in the department for the 1981/1982 academic year:

BUS 176 (Hospitality Management Practicum I)
BUS 177 (Hospitality Management Practicum II)
EDU 150 (Student Teaching)
EDU 151 (Observation and Participation in Elementary School)
HSW 210 (Practicum, Human Services I)
HSW 220 (Practicum, Human Services II)

4. The College and the Union agree that, in determining the full time teaching load for Faculty in the College's Allied Health Programs (Nursing, Dental Hygiene and Medical Lab Technician), the teaching load shall be consistent with and comparable to the average full time teaching load in the department for the 1981/1982 academic year.

5. The College and the Union agree that, in determining the full teaching load for Faculty teaching Secretarial Sciences courses (Typing, Shorthand, Word Process and Office Procedures/Practices) which are listed as three credits of four lecture hours and one lab hour, the Faculty Member must provide direct supervision of one-half of the scheduled lab hours as part of his/her assignment. A teaching assignment which includes four such courses shall be equated to 15 semester hours.

Union Representative Date College Representative Date

Meet & Discuss
11/86

MEMORANDUM OF AGREEMENT

ALL COLLEGE CURRICULUM AND ACADEMIC AFFAIRS COMMITTEE

The College and the Union hereby agree that the membership on The All College Committee known as the COLLEGE CURRICULUM AND ACADEMIC AFFAIRS COMMITTEE, as well as the process for election and appointment of faculty to this Committee, shall be as outlined below.

The parties further agree that all the other relevant provisions of Article 8 - RIGHTS OF THE UNION - Section 8.4 of the 1985-88 Collective Bargaining Agreement between the College and the Union will continue in full force and effect.

> 8.4 The faculty will participate on all All-College Committees. The All-College Committees will consist of three appointees of the President, three Faculty named by the Union and three students. Recommendations emanating from the committees to the President, or his/her representative, are encouraged. The recommendation shall be taken under advisement in good faith and deemed advisory only. The College shall have the management prerogative to implement or not to implement the recommendation. Should the College decide not to implement the recommendation, it shall notify the chairperson of the All-College Committee of the reason(s) for its decision, in writing.

NAME: College Curriculum and Academic Affairs Committee

MEMBERSHIP:

Dean of Academic Affairs - Chairman
Three Administrators (full-time) - At least one "Teaching" Division Chairperson
Five Teaching Faculty (full-time)
One Counselor (full-time)
One Representative from the Learning Resources Division (full-time faculty or administrator)

a. One faculty member will be chosen from each of the following five Divisions and Counseling:

1. Allied Health and Physical Education
2. Business
3. Humanities
4. Social Sciences
5. Mathematics and Science
6. Counseling

APPOINTMENT PROCESS:

1. During the first week in May, the Dean of Academic Affairs will recommend three full-time administrators to the President.

2. Faculty representatives will be elected by the faculty from the appropriate Division and Counseling. In the case of the Learning Resources Division, the representative may be faculty or administrative. Thus, all full-time faculty and administrators are eligible to vote and to be elected in the LRC.

In order to assure continuity of membership from year to year and to provide an opportunity for involvement on the Committee, initial appointments will be for one and two year terms:

1	Administrator	One Year Term
2	Administrators	Two Year Term
3	Faculty	One Year Term
3	Faculty	Two Year Term
1	LRC Representative	One Year Term

Subsequent appointments will be for two years. Committee members may be recommended or elected and reappointed for successive terms.

Appointments are made on the basis of the calendar year June 1 to May 31.

ELECTION PROCESS FOR FACULTY:

The election will be by Division. The College Curriculum Committee will solicit the names of interested faculty members (and administrators in the case of the Learning Resource Division) and send out a ballot to each Division and Counseling during April. All full-time Division faculty and counselors are eligible to be members of the Committee and to vote in the Divisional election. To be elected, a "faculty member" will need a simple majority of the "faculty" who vote. In case of a tie, a runoff election will be held. During the first week in May, the Committee will send the list of successful candidates to the President for appointment to the Committee.

ELECTION PROCEDURE FOR 1986/87:

The present All College Curriculum and Academic Affairs Committee will solicit the names of interested full-time faculty members from each of the above Divisions. The election will be held in October. The new Committee will be installed in November.

For Union:

Wayne Habermehl 11/13/86
President, MCCC Faculty PAFT/AFT

For College:

James H. Campbell 10/23/86
Assistant to the President
Human Resource Development

swp/788
collcurr.mou./4h

Meet & Discuss
4/88

MEMORANDUM OF AGREEMENT

ALL COLLEGE STUDENT LIFE COMMITTEE

The College and the Union hereby agree that the membership on The All College Committee known as the STUDENT LIFE COMMITTEE, as well as the process for election and appointment of faculty to this Committee, shall be as outlined below.

The parties further agree that all the other relevant provisions of Article 8 - RIGHTS OF THE UNION - Section 8.4 of the 1985-88 Collective Bargaining Agreement between the College and the Union will continue in full force and effect.

> 8.4 The faculty will participate on all All-College Committees. The All-College Committees will consist of three appointees of the Presidents, three Faculty named by the Union and three students. Recommendations emanating form the committees to the President, or his/her representative, are encouraged. The recommendation shall be taken under advisement in good faith and deemed advisory only. The College shall have the management prerogative to implement or not to implement the recommendation. Should the College decide not to implement the recommendation, it shall notify the chairperson of the All-College Committee of the reason(s) for its decision, in writing.

NAME: All College Student Life Committee

CHARGE: The Committee will attempt to insure that the College environment is responsive to student needs. Accordingly, the Committee will review and develop proposals and make recommendations concerning matters that affect student life at the College - including the reviewing of proposed changes to student policies and procedures. The Committee will study, gather information, conduct discussions and otherwise survey the environment relating to their charge.

MEMBERSHIP:

Dean of Student Affairs - Chairman
Three (3) administrators (full time) - At least one (1) Student Affairs Administrator
Five (5) full time teaching faculty (one faculty member from each academic division)
One (1) counselor (full time)
One (1) representative from the Learning Resource Division (full time faculty or administrator)
Three (3) student representatives

APPOINTMENT PROCESS:

1. The Dean of Student Affairs will recommend three (3) full time administrators to the President.

2. The three (3) student members will be elected by the Student Inter Club Council.
3. Faculty representatives will be elected by the faculty from the appropriate Division and Counseling. In the case of the Learning Resources Division, the representative may be a faculty member or administrator. Thus, all full time faculty and administrators are eligible to vote and to be elected in the LRC.

In order to assure continuity of membership from year to year and to provide an opportunity for involvement on the Committee, initial appointments will be for one (1) and two (2) year terms:

One (1) administrator - one (1) year term
Two (2) administrators - two (2) year term
Three (3) faculty - one (1) year term
Two (2) faculty - two (2) year term
One (1) LRC representative - one (1) year term
One (1) counselor - two (2) year term
Three (3) student representatives - one (1) year term

After the first year, faculty and administrative membership will be for two (2) years. Committee members may be elected or reappointed for successive terms.

ELECTION PROCESS FOR FACULTY:

The election will be by Division. The College Student Life Committee will solicit the names of interested faculty members (and administrators in the case of the Learning Resource Division) and send out a ballot to each Division and Counseling during April. All full-time Division faculty and counselors are eligible to be members of the Committee and to vote in the Divisional election. To be elected, a "faculty member" will need a simple majority of the "faculty" who vote. In case of a tie, a runoff election will be held. After the election, the Committee will send the list of successful candidates to the President for appointment to the Committee.

ELECTION PROCEDURE FOR 1988/89:

The Dean of Student Affairs will solicit the names of interested full-time faculty members from each of the above Divisions. The election will be held prior to the end of the 1988 Spring Semester. The new Committee will be installed in September 1988.

For Union:

George W. Phillips 4/27/88
President, MCCC Faculty PAFT/AFT

For College:

James H. Campbell 4/26/88
Assistant to President
Human Resource Development

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